



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS, U.S. ARMY MEDICAL DEPARTMENT ACTIVITY
4301 WILSON STREET
FORT SILL, OKLAHOMA 73503

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
US ARMY GARRISON (USAG), FORT SILL
AND
US ARMY MEDICAL DEPARTMENT ACTIVITY (MEDDAC), FORT SILL
REYNOLDS ARMY COMMUNITY HOSPITAL (RACH)

SRMC-RACH-14-012
PM02

SUBJECT: Meeting The Joint Commission Standards for the Army Substance Abuse Program (ASAP) and RACH.

This is a MOA between the USAG and RACH. When referred to collectively, the USAG and RACH are referred to as the "Parties".

1. REFERENCES.

- a. Execution Order 09-037-10: Army Substance Abuse Program Reengineering Plan.
- b. DoDI 4000.19, Support Agreements, 25 Apr 2014.
- c. Memorandum of Agreement (MOA) between Headquarters, Department of the Army, G1 (HQDA G1) and US Army Installation Management Command (IMCOM) and US Army Medical Command (MEDCOM) dated 20 September 2010, Transfer of ASAP Garrison Level Operational Responsibilities and Authority from MEDCOM to IMCOM.
- d. 42 CFR, Code of Federal Regulations, Chapter q, Public Health Service, Department of Health and Human Services.
- e. DoDI 1400.25, DoD Civilian Personnel Management System.
- f. Army Directive 2010-05, Shift of CONUS ASAP Counselors to IMCOM, Control.
- g. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- h. AR 40-1 Composition, Mission, Functions of the Army Medical Department, 1 July 1983.

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i. DoD 6025.18-R, DoD Health Information Privacy Regulation, 24 January 2003.

j. AR 40-68, Clinical Quality Management, 26 February 2004.

k. DoD Directive 6025.13, Medical Quality Assurance in the Military Health System, 4 May 2004.

l. DoD 6025.13-R, Military Health System Clinical Quality Assurance Program Regulation, 11 June 2004.

m. AR 40-66, Medical Record Administration and Healthcare Documentation, 17 June 2008.

n. AR 25-2, Information Assurance, 24 October, 2007, RAR 23 March, 2009.

o. DoDI 6025.18, Privacy of Individual Identifiable Health Information in DoD Health Care Programs, 2 December, 2009.

p. AR 600-85, The Army Substance Abuse Program, 2 February 2009, RAR 2 December 2009.

2. PURPOSE. To establish a working relationship between USAG Army Substance Abuse Program (ASAP) and RACH in order for both to be in compliance with The Joint Commission.

3. PROBLEM. ASAP personnel now fall under the USAG IAW with Execution Order 09-037-10. The Joint Commission has requirements that must be followed when patient care is being provided. The ASAP will need RACH services in order to be in compliance with The Joint Commission. RACH will need assurance that ASAP abides by The Joint Commission standards and the HIPAA rule for patient care.

4. RESPONSIBILITIES OF THE PARTIES.

a. MEDDAC, RACH will:

(1) Provide software access to authorized ASAP personnel for RACH's Electronic Medical Record applications and Intranet systems required to conduct the ASAP mission.

(2) Provide access via the Enterprise Remote Access (ERA) MEDCOM Virtual Private Network (VPN) gateway via ASAP employee's government owned computers via internet.

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(3) Provide, through RACH IMD staff, VPN connectivity troubleshooting support to ASAP employees. All other PC support will be the responsibility of ASAP staff's customer support measures.

(4) Notify ASAP authorized personnel when there is a change in policy that will affect access to the health care or medical record keeping systems.

(5) Through the Operations and Readiness Division:

(a) Ensure a current Background Investigation (BI) has been completed and verified thru JPAS (Joint Personnel Adjudication System).

(b) Issue a RACH gray badge after BI has been verified in JPAS.

(6) Provide RACH credentialing and privileging of ASAP counselors if they meet RACH credentialing standards.

(7) Make available ASAP Quality Assurance, Process Improvements and clinical program accreditation methods and procedures.

(8) Provide oversight inspection and compliance reviews for housekeeping and safety measures of ASAP as a patient care facility.

b. USAG, ASAP will:

(1) Ensure information is provided to run a security check on authorized ASAP personnel or complete documentation so that RACH can run a security check on ASAP personnel.

(2) Ensure authorized ASAP personnel comply with all applicable Joint Commission (TJC) standards for Credentialing, Housekeeping, Infection Control (IS), Environment of Care (EC), Fire and Life Safety (LS), Emergency Management (EM), Medical Staff (MS), National Patient Safety Goals (NPSG), Rights and Responsibilities of the Individual (RI), Performance Improvement (PI), Record of Care (RC), Information Management (IM), Provision of Care (PC), Leadership (LD) chapters. Building management will support and perform or coordinate for all facility maintenance, tests, and drills required by TJC's EC, LS, and EM accreditation standards for a stand-alone Business Occupancy as defined in National Fire Protection Association (NFPA) 101—Life Safety Code.

5. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

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6. FINANCIAL DETAILS. This MOA does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Any funding or manpower requirements that cannot be accommodated within the Parties' existing budgets must be separately addressed through normal budget processes. If these conditions should change, the MOA will be formally amended in writing and signed by the Parties beforehand.

7. GENERAL PROVISIONS.

a. Effective Period: This MOA is effective on the date the last party signs and expires nine years from the effective date.

b. Review/Modification/Termination: The Parties shall review the agreement triennially in its entirety. This agreement may only be modified by written agreement of the Parties, duly signed by their authorized representatives. The agreement may be terminated by either party by giving at least 90 days written notice to the other Party. The MOA may also be terminated at any time by mutual written consent of the Parties. In case of mobilization or other emergency, this agreement will remain in force only within the supplier's capabilities.

c. Disputes: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive or Instruction, be resolved by consultation between the Parties or elevated through their respective chains of command for resolution per DODI 4000.19.

d. Transferability: This MOA is not transferable except with the written consent of the parties.

e. Entire Agreement: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

g. Functional Points of Contact (POCs).

(1) RACH Administrative POC is Sue Croft, at 580-558-2047, or DSN 495, or email: brenda.s.croft.civ@mail.mil.


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(2) USAG Administrative POC is Carleen Pilcher, at (580) 442-3111, or
DSN 639, or email: carleen.l.pilcher.civ@mail.mil.

e. Correspondence.

All correspondence to be sent and notices to be given pursuant to this MOA
will be addressed, if to USAG, [CONTACT INFO]; if to RACH [CONTACT INFO].


8. AGREED.



NOEL J. CARDENAS
COL, MS
Commanding
MEDDAC, RACH



20 June 2014
DATE



GLENN A. WATERS
COL, FA
Commanding
Garrison Commander



25 June 2014
DATE